



MILWAUKEE COUNTY
DEPARTMENT OF PARKS, RECREATION AND CULTURE
REQUEST FOR PROPOSALS
CONSTRUCTION AND OPERATION OF CURRIE PARK GOLF DOME

ISSUED March 7, 2016

Response Due Date: April 8, 2016 at 3:00 p.m.

RFP # 98160007

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INFORMATION SUMMARY SHEET

Request For Proposal Title:	Currie Park Golf Dome RFP
Request For Proposal Number:	98160007
RFP Issuing Office:	Department of Parks, Recreation and Culture
RFP Issue Date:	March 7, 2016
Pre-Proposal Meeting:	March 17, 2016 at 9:00 AM
Pre-Proposal Meeting Location:	Currie Park Clubhouse 3535 N. Mayfair Rd. Wauwatosa, WI 53222
Deadline for Receipt of Questions:	March 28, 2016 at 5:00 PM
RFP Proposal Receipt Deadline:	April 8, 2016 at 3:00 PM
Service Starting Date (Projected):	ASAP
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9th Street Milwaukee, WI 53233
RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203 Phone: 414-223-8112 Email: Suzanne.Carter@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website, "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>

GENERAL INFORMATION 1.0

INTRODUCTION

The Milwaukee County Department of Parks, Recreation and Culture ("DPRC" or "Parks") seeks to retain a qualified individual or company (the "Proposer") to construct and operate an air structure golf dome located at Currie Park (the "Golf Dome"). The contract resulting from this RFP would be the exclusive contract for golf dome construction and operation services in the Parks.

SCOPE

INTRODUCTION

Milwaukee County's park system has long been a source of pride for the communities of Milwaukee County in southeastern Wisconsin. With over 156 parks and parkways totaling over 15,000 acres, we offer a source of recreational enjoyment for citizens and visitors alike.

Our park system began with the creation of the Milwaukee County Park Commission on August 20, 1907. Although parks had already been established within the limits of the City of Milwaukee by the City Park Commission, the visionary new County Park Commission had a much broader goal for the park system. Early Commissioners conceived of a park system that would form a "green belt" or series of scenic drives and parks encircling the County. Parks were located in outlying areas to allow for population expansion. Commissioners selected land not only for its natural beauty and interest, but also for its fitness for various forms of active and passive recreation. Golf amenities include fifteen (15) golf courses and three (3) outdoor driving ranges (Brown Deer Park, Dretzka Park, and Oakwood Park). Currie Park is a jewel of this system; last year, thirty-one thousand (31,000) rounds of golf were played there.

DESCRIPTION OF THE GOLF DOME; SCOPE OF SERVICES

Since 1996, a private developer has owned and operated the Currie Park Golf Dome, a fifty-five thousand five hundred sixty-five (55,565) square foot year-round indoor golf facility located at Currie Park Golf Course. The operator has netted approximately Four Hundred Fifty Thousand Dollars (\$450,000) in revenue per year. The current Currie Park Golf Dome has reached the end of its twenty (20)-year life cycle. Please note that the Parks are open to as to the term of the upcoming Golf Dome contract.

The Golf Dome is located in a particularly busy area of western suburban Milwaukee County. It is just over one (1) mile from the area's popular new retail and dining destination, Mayfair Collection (featuring a Whole Foods, Saks Fifth Avenue OFF 5th, Dick's Sporting Goods, Nordstrom Rack and numerous restaurants and other attractions) and approximately two (2) miles from the region's busiest shopping mall, Mayfair Mall, which includes a new Nordstrom, active Macy's and multiplex AMC movie theater. Mayfair Mall currently boasts one of the highest mall occupancy rates in the country, and average sales of \$536 per square foot (the national average is \$363). In addition to the Mayfair Collection and Mayfair Mall, hundreds if not thousands of businesses and homes are in close proximity to Currie Park in bustling Wauwatosa.

DPRC is seeking a qualified partner to develop and operate the Golf Dome, according to all the terms and conditions listed in this RFP. Proposals may be for a larger or smaller footprint than the current Golf Dome if desired, but a larger footprint may require Wisconsin Department of Natural Resources and City of Wauwatosa approval. The Proposer shall be responsible for obtaining all required permits for the Golf Dome, including state and local permits. All plans must be approved by Milwaukee County prior to the commencement of construction.

For the privilege of operating the Golf Dome, the Proposer will pay to the County: (1) a

percentage (%), to be proposed by the Proposer, of the gross receipts, which is defined as the total of all fees and sales, less sales tax; (2) a flat fee on an annual basis; or (3) another form of remuneration, as suggested by the Proposer.

The Proposer may plan a seasonal or year-round operation or may explore connection to the Currie Park Clubhouse. It will provide all equipment necessary to operate the Golf Dome as well as restroom facilities to the Golf Dome's customers. The Proposer may also sell snack food and non-alcoholic beverages as well as alcoholic beverages during those months of the year the Currie Park Golf Course is not open, so as to avoid direct competition with Currie Park Clubhouse operations. If the Proposer sells alcoholic beverages at the Golf Dome, it must possess the applicable liquor license for the City of Wauwatosa and the appropriate level of liquor liability insurance by the date it commences such sales. The Proposer agrees to comply with DPRC's prohibitions on certain sales, including prohibitions on the sale of gum and beverages in glass bottles, and to operate subject to DPRC's exclusive non-alcoholic beverage vendor (at this time it is Pepsi).

The Proposer will be responsible for its own Utility hookups and monthly Utility payments. For purposes of this RFP, "Utility" is defined as internet, telephone, sewer, water, electric and gas.

RFP ADMINISTRATOR

The RFP Administrator is:

Suzanne Carter
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., 9th Floor
Milwaukee, WI 53203

Phone: 414-223-8112

Email: Suzanne.Carter@milwaukeecountywi.gov

DEFINITIONS

The following definitions are used throughout the RFP.

Agency/Department means DPRC/Parks.

Contractor means any Proposer awarded the contract.

County means Milwaukee County.

Proposer/Vendor means a Proposer submitting a proposal in response to this RFP.

PRE – PROPOSAL MEETING

A pre-proposal conference will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to tour the area in which the Golf Dome would be constructed, to discuss with prospective proposers the work to be performed, and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official unless verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Administrator to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation, and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserves the right to answer or not answer questions that are not submitted to by the deadlines set forth in the Information Summary Sheet.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Administrator.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by DPRC. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by the Proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website. It is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a County department or with an agency funded and regulated by a County department, shall make a campaign contribution to any County elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a County department or to an agency funded or regulated by a County department until the contract or proposal has reached final disposition, including adoption, County executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should the Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of the Proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP

notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the Proposer within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required Federal, State and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

CONTRACT TERMINATION

County may terminate this Contract: (a) if the Proposer fails to comply with any provision in this Contract, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if the Proposer ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of the Proposer's assets or the Proposer's interest in this Contract; (c) in the event that County, upon reasonable prior notice to the Proposer (taking the length of the term of Proposer's Contract into account), elects to close or otherwise repurpose the Premises from its use as a Golf Dome during the term. If County takes the action contemplated by Section (c) above, County shall make reasonable efforts to relocate the Golf Dome to another Milwaukee County Parks location reasonably mutually acceptable to the Proposer and County. If County terminates the Contract pursuant to Section (c), County will refund any investment Proposer makes in the Golf Dome on an appropriate depreciation scale. County will not refund any investment the Proposer makes in equipment.

FEE ADJUSTMENT

The Proposer may not lower the rate established by a contract throughout the term of the contract.

UTILITES

Contractor shall pay Parks the actual costs of gas, electrical, water and sewer utilities, and Parks shall invoice Contractor for such utilities costs on a monthly basis. Invoices shall be paid within thirty (30) days of receipt. Any costs related to the installation, service, and maintenance of such utilities shall be the sole responsibility of the Contractor. Contractor shall additionally pay all costs associated with Contractor's use of telephone, data, and personal alarm systems.

AUDIT

Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

INTEREST

Unless waived by County Board of Supervisors, Proposer shall be responsible for payment of interest on amounts not remitted in accordance with the concession agreement resulting from this RFP (the "Contract"). The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

Penalty: In addition to the interest described above, Proposer may be responsible for payment of penalty on amounts not remitted in accordance with this Contract, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Proposer shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

Nonexclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Proposer's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the

County of any other remedy permitted under this Contract, including but not limited to termination of this Contract.

MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the County shall pay employees performing part of full time work for the County a minimum wage rate. This rate is currently established at \$11.68/hour. As a matter of responsiveness to this RFP, all proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'. It is the Proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyAudit/2016-Reports/MinimumWagePacketUpdated3-2-161.pdf>

https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The award of this Contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 10%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County's online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP as Attachment L.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDDirectory.aspx>

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment G).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers must agree to the terms set forth on the "Insurance and Indemnity Acknowledgement Form" (Attachment D). This form outlines required insurance requirements for Contractor related to this acquisition and the Proposer's ability and commitment to provide. In the event that a proposer proposes improvements to the Premises, such proposer shall be

expected to agree to greater insurance requirements and environmental indemnity requirements as mandated by the County.

EMPLOYEES

The Contractor shall utilize as many permanent employees on this contract whenever possible. The Contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

SECURITY AND BACKGROUND CHECKS

Security background checks shall be conducted for all employees prior to starting work, by the Contractor.

RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, State and Federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any Contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

COMPLIANCE WITH REGULATIONS AND LAWS

The Proposer shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment. The Contractor shall meet all local health code requirements and obtain all necessary permits and licensing for the operation of a concession serving food and beverages. The Proposer agrees to comply with DPRC's prohibitions on certain sales, including prohibitions on the sale of gum and beverages in glass bottles, and to operate subject to DPRC's exclusive non-alcoholic beverage contract. Proposer shall provide the Director with a list and pricing information for the products it intends to rent or sell to the public. The Director or his/her designee maintains the right to prohibit the sale or rental of any item.

RIGHTS RESERVED TO COUNTY

County reserves the right to award a contract with one (1) or more additional concessionaires to provide other concessionable items in the environs surrounding the Golf Dome and to operate its own concession in the environs surrounding the Golf Dome. County shall at all reasonable times have the right to enter into and upon the Golf Dome to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Proposer's use of the Golf Dome.

SIGNAGE; MARKETING; LOGO

All proposed banners, signage and advertising on or within the Golf Dome and environs, whether temporary or permanent, must be pre-approved in writing by the Director or his/her designee. Proposer is responsible for all marketing and advertising to promote its activities; provided, however, that the Director or his/her designee maintains the right to prohibit any advertisement or marketing that he/she deems to be inappropriate, inaccurate or otherwise. Proposer shall acknowledge DPRC and include DPRC's logo in all local promotional materials, whether print or digital, directly related to its activities pursuant to this Contract. Proposer shall notify DPRC's Marketing Manager or his/her designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises. Proposer may not enter into any sponsorships or other promotional arrangements with outside contractors at the concession without the prior written consent of the Director or his/her designee.

STAFF; CUSTOMER SERVICE

Proposer shall conduct its operation in a first-class manner, and all service shall be prompt, clean, and efficient. Proposer shall maintain customer service as a top priority. Proposer shall employ a sufficient number of qualified staff to properly operate the concession. Proposer shall provide employees who are professional, friendly, and courteous to customers and the general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, and conduct themselves in a high standard acceptable to County. Proposer and staff shall wear appropriate attire which, in the sole determination of County, clearly distinguishes Contractor's staff from County staff. The Director or his/her designee shall have the right, at all times, to notify Proposer, in writing, of any reasonable objections to the quality of services rendered at the concession, and to require that his/her objections be remedied within a reasonable period of time.

GARBAGE; CLEANING; RESTROOMS

The Proposer shall maintain the Golf Dome and surrounding areas (at least one hundred (100) feet beyond the footprint) (the "Premises") in a state of cleanliness and repair to prevent injury to the public and shall ensure the Premises are clean, orderly and inviting at all times, to the

reasonable satisfaction of the Director or his/her designee. Proposer is responsible for continuous cleaning of the Premises, including a thorough daily cleaning each day. Cleaning shall include pick up of all trash and litter on all parts of the Premises.

The Proposer shall be responsible for collecting and disposing of all trash, litter, and garbage associated with its operation into its own trash and recycling dumpsters, and Proposer shall supply its own trash bags. The Proposer shall place dumpsters in the northwest exterior corner of the Golf Dome at a precise location to be mutually agreed upon between the Proposer and the County. The Proposer shall further install a 20' x 20' cement pad on which to place dumpsters. Cement must be 6" deep with a wire mesh install, and dumpsters must be surrounded by a 6' tall wooden privacy fence.

The Proposer shall provide restroom facilities for its customers. The restroom facilities shall require City of Wauwatosa and Milwaukee County approval. The Clubhouse restroom facilities shall not be available for Golf Dome customers' use.

MAINTENANCE

Proposer shall, at all times and at its own expense, keep and maintain the Golf Dome and all equipment, fixtures and personal property, whether owned and/or installed by Proposer or the County, in good repair and in a clean, sanitary and orderly condition and appearance. No equipment provided by County shall be removed or replaced by Proposer without the prior written consent of the Director or his/her designee, and if consent is secured, removal and/or replacement shall be at Proposer's expense. The Director or his/her designee shall have the right, at all times, to notify Proposer, in writing, of any reasonable objections to the condition of the Premises, and to require that his/her objections be remedied within a reasonable period of time.

SNOW AND ICE REMOVAL

Proposer shall be responsible for prompt removal of snow and ice from the walkway from the Golf Dome to the parking lot and from the service road from the parking lot to the Golf Dome. Proposer may pay County Fifty-Five Dollars (\$55) per unit hour for snow and ice cleaning and salting of these areas. Invoices shall be sent per snow event and paid within thirty (30) days of invoice. Proposer also may opt to engage another snow and ice removal option.

PREPARING AND SUBMITTING A PROPOSAL 2.0

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process, to procure professional services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original and five (5) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the "Information Summary Sheet."

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals, allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

Technical Proposal Contents

Cover Sheet for Technical Proposal (Attachment A)
Responses to Request(s):
 Technical Proposal Responses, per pages 21-22
Vendor Information Sheet (Attachment B)
Declaration of Commitment to Compliance with Milwaukee County's
 Minimum Wage Provision (Attachment C)
Conflict of Interest Stipulation (Attachment E)
Sworn Statement of Bidder (Attachment F)
EEOC Compliance (Attachment G)
Certification Regarding Debarment and Suspension (Attachment H)
Proprietary Information Disclosure Form (Attachment I)

Cost Proposal Contents

Cover Sheet for Pricing Proposal (Attachment J)

Cost Proposal Submission Form (Attachment K)
Disadvantaged Business Enterprise Forms (Attachment L)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

PROPOSAL AND AWARD PROCESS 3.0

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of all responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the lowest bidder for each item type, and each subsequent proposal will use the highest percentage proposed pursuant to the hypotheticals in the cost section of the RFP as a constant numerator and the percentage proposed of the Proposer scored as the denominator. The result then is multiplied by the total number of points assigned to that item type. The highest cost proposal for each item type will receive the maximum number of points available for the cost category, and other cost proposals will receive prorated scores based on the proportion that the costs of the proposals (based on the hypothetical scenarios) that vary from the highest cost proposal.

The financial capacity questions on the cost proposal are not scored, but they are required to be completed.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County reserves the right to adjust scoring based on such oral presentations.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Director as to whose proposal is determined to provide the best value to Milwaukee County. An award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each Proposer.

RFP EVALUATION CRITERIA

RFP EVALUATION CRITERIA

Cost Proposal Response

Cost	45%
------	-----

Technical Proposal Response

Proposer Profile and Experience	30%
---------------------------------	-----

Approach to the Golf Dome	25%
---------------------------	-----

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Contractor. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected Proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, the DPRC shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

The award of the Contract pursuant to this RFP shall be contingent upon the Proposer's timely and successful compliance with the Milwaukee County due diligence requirements pursuant to Milwaukee County Ordinance § 32.88.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which Proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment I – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

COST PROPOSAL RESPONSE

COST PROPOSAL

1. COST PROPOSAL:

Complete one (1) of the following:

Proposer proposes to pay Parks a monthly commission of _____ % on all Gross Receipts earned at the Golf Dome.

“Gross Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from all range and lesson sales, less sales tax.

OR

Proposer proposes to pay Parks an annual flat fee of _____.

2. FINANCIAL CAPACITY:

Each Proposer must demonstrate the financial means and resources to finance, operate, and sustain the Golf Dome operation as proposed, including construction costs, sufficient working capital, and access to additional capital, if needed. To this end, each Proposer must provide, with the submitted proposal, the following items. All items submitted are subject to verification by DPRC.

AMOUNT OF INVESTMENT REQUIRED

State the amount of investment the Proposer will require to begin operations as proposed. This amount must include Start-Up Costs (proposers must include a response to each proposal item listed below):

____ Inventory
____ Equipment
____ Operating Supplies
____ Construction
____ Others (list)
____ TOTAL

Please provide the percentage of initial funding that will come from the following:

____ Cash Reserves
____ Loans
____ Other

Please note that Milwaukee County may request more detailed financial projections or other financial information from the Proposer at any time.

TECHNICAL PROPOSAL RESPONSE

Guidelines

- Each question should be retyped in your bid with the response immediately following. Questions should be in the same format and order as outlined in this section (e.g., Response to Request A1, Response to Request A2...).
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.

A. PROPOSER PROFILE AND EXPERIENCE.

1. Describe the Proposer's operations. Identify year the Proposer was established and number of years the Proposer has been in business. List other or former names under which the Proposer has operated. Provide a brief profile of the Proposer's organization and history. Describe the number of Proposer's employees (including contracted employees) and their primary functions.
2. Have there been any judgments, claims, mediation/arbitration proceedings, and/or lawsuits against the Proposer pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? If yes, explain the nature, status and the outcome of the matter(s).
3. Has the Proposer received any legal demand letter from clients in the past five (5) years? If yes, explain the nature, status and outcome of the matter(s).
4. Are there presently, or have there been within the past five (5) years, any violations on any health inspection reports issued by any public entity to any establishments wholly or partially owned by the Proposer? If yes, explain the nature, status and outcome of the matter(s).
5. List all Proposer contracts that were terminated for cause or convenience during the past three (3) years (i.e., contracts that expired due to the natural end of the term need not be listed), and provide a reason for the termination.
6. Describe how the Proposer is uniquely situated to complete the Scope of Services outlined in this RFP.
7. Highlight any environmentally or health conscious business practices employed by the Proposer.
8. Provide a minimum of three (3) references with whom you have conducted business. Include names, addresses, telephone numbers, and the scope of the business relationship.
9. Are there any pending organizational changes that may affect your relationship with Milwaukee County if chosen? Such changes could include mergers, acquisitions, staff changes, etc.

B. APPROACH TO THE GOLF DOME.

1. Describe the Proposer's proposed concept for construction of the Golf Dome, including approximate size, projected dates of construction, material and subcontractors used.
2. Describe the Proposer's proposed concept for operation of the Golf Dome, including pricing, days and hours of operation, services and amenities to be provided at the Golf Dome (including products sold), and any other unique aspects of operation.
3. Describe the restroom facilities the Proposer plans to make available for Golf Dome customers.
4. What are the Proposer's proposed revenue thresholds and targets for the first three (3) years of operation? How would the Proposer adjust if the initial revenue target is not met?
5. Describe the Proposer's approach to marketing.
6. Describe the Proposer's approach to customer service.
7. Describe the Proposer's approach to hiring.
8. Describe the Proposer's approach to conflict resolution – including resolving conflicts with its contractors.

COVER SHEET FOR TECHNICAL PROPOSAL

(Sign and Submit with Technical Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

Vendor's Name

Title

Signature

Date

ATTACHMENT B

VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

ATTACHMENT C

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 28, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

☐ I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Insurance and Indemnity Form

General Indemnity:

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

Insurance:

Contractor must, at the time of the award evidence and maintain, during the term of the agreement, policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities pursuant to the award. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts and any other project-specific insurance as requested:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Advertising Injury	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County shall be named as and Additional Insured on the general liability and auto liability policies as its interests may appear in respect to the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Director of Risk Management as a condition of this agreement. Milwaukee County reserves the right to change or increase the required coverages in accordance with new or expanded exposures introduced in the successful proposal.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

**CONFLICT OF INTEREST
STIPULATION**

(Sign and Submit with Technical Proposal)

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the bid.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____
NO _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name _____
County _____
Position _____
Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____
Authorized Signature _____
Title _____
Date _____

SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____,

Notary Public, _____ County

State of _____

My commission expires _____.

EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or

advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce:

_____.

Executed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Sign and Submit with Technical Proposal)

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM

(Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature

Authorized Representative _____

Type or Print Date

COVER SHEET FOR PRICING PROPOSAL

(Sign and Submit with Price Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

COST PROPOSAL SUBMISSION FORM

1. COST PROPOSAL:

Complete one (1) of the following:

Proposer proposes to pay Parks a monthly commission of _____ % on all Gross Receipts earned at the Golf Dome.

“Gross Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from all range and lesson sales, less sales tax.

OR

Proposer proposes to pay Parks an annual flat fee of _____.

2. FINANCIAL CAPACITY:

Each Proposer must demonstrate the financial means and resources to finance, operate, and sustain the Golf Dome operation as proposed, including construction costs, sufficient working capital, and access to additional capital, if needed. To this end, each Proposer must provide, with the submitted proposal, the following items. All items submitted are subject to verification by DPRC.

AMOUNT OF INVESTMENT REQUIRED

State the amount of investment the Proposer will require to begin operations as proposed. This amount must include Start-Up Costs (proposers must include a response to each proposal item listed below):

____ Inventory
____ Equipment
____ Operating Supplies
____ Construction
____ Others (list)
____ TOTAL

Please provide the percentage of initial funding that will come from the following:

____ Cash Reserves
____ Loans
____ Other

Please note that Milwaukee County may request more detailed financial projections or other financial information from the Proposer at any time.

**DISADVANTAGED BUSINESS
ENTERPRISE FORMS**

ATTACHMENT A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The successful contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.
3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office
City Campus, Room 830
2711 West Wells Street
Milwaukee, WI 53208

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**) a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service provider is not able to meet the DBE goal the contractor/service provider must submit a complete the Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation. The **Commitment to Subcontract to DBE Firms Form** must contain the following information (see form **DBD-014** for additional details):
 - a. Name(s) of DBE(s) firm(s) being considered for utilization.
 - b. Description of services that will be provided by the DBE(s).
 - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
6. When evaluating a contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the

contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP**. **The directory can be viewed at www.milwaukeecounty.org, do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms.** If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.

14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
16. Final Payment Verification. The successful prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____

DBE Goal: _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative _____ Print/Type Name of Authorized Representative _____ Date _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Signature of Notary Public _____ State of _____, My Commission expires _____.

[SEAL]

CBDP APPROVAL:

Signature _____ Date _____

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Signature

Date

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.*
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248



Consultant/service provider: _____

Project Title: _____

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.



**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement "good faith" efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Subcontract Work Items

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of the Milwaukee County's Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

MILWAUKEE COUNTY

COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

PROVISIONS GOVERNING GOOD FAITH EFFORTS

(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).

In the event you are the low bidder/successful proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

2. GOOD-FAITH EFFORT PROCEDURE.

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided

in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

4. CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

**APPENDIX "A" TO 49 CFR PART 26
GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation,

even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.
 - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

**GOOD-FAITH EFFORTS WAIVER DENIAL
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on _____. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a postponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____, HEREWITH
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE
COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.**

DATE: _____

SIGNATURE: _____

TITLE: _____

DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT*

NAME OF CONSULTANT _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ (ZIP CODE) _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE _____ **

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 200 _____ FINAL REPORT: () Yes () No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____ Approved by: _____
(Name & Title)

*Directions for completion of report - see reverse side

**If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example--if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

D-016PS FORM

Rev. 03/05/04

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

"DBE" SUBCONSULTANT PAYMENT CERTIFICATION

This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

Project No. _____ **Project Name:** _____

***SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ _____ total payment for subcontract work on the above referenced Milwaukee County project or contract.

Date _____, 200__

***SECTION (B) BOTH PRIME CONSULTANT AND DBE COMPANY COMPLETE IF FULL
PAYMENT HAS NOT BEEN MADE TO DBE SUBCONSULTANT AND A
BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ _____ and will pay the balance of \$ _____
to _____ upon receipt of payment from
Milwaukee County for subcontract work on the above referenced project.

Date _____, 200__

(Prime Consultant/Contractor's Signature)

(Print Name & Title)

(DBE Subconsultant/Subcontractor Signature)

(Print Name & Title)